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**UNITED STATES DISTRICT COURT
CENTRAL DISTRICT OF CALIFORNIA**

MMZ, by and through her guardian ad
litem JAZMIN ZARATE, as successor
in interest to ERNESTO CANEPA,
deceased and JAZMIN ZARATE,
JUANA DIAZ, ERNESTO CANEPA
ALVAREZ, individually,

Plaintiffs,

vs.

CITY OF SANTA ANA,
CHRISTOPHER SHYNN, and DOES 1
through 10, inclusive,

Defendants.

AND ALL RELATED ACTIONS.

Case No.: SACV15-0851 JLS (DFMx)
[and other consolidated actions]

**PROTECTIVE ORDER RE COURT
ORDERED PRODUCTION**

IT IS HEREBY ORDERED, following stipulation of counsel, that:

1. On June 13, 2016, plaintiffs filed a motion to compel production of documents responsive to certain of their Requests for Production of Documents propounded on the City of Santa Ana, including items related to internal investigations and the personnel file of Defendant Santa Ana Police Department ("SAPD") Officer Christopher Shynn (the "Confidential Documents"). See Pl's MTC, Doc. 52.

2. On July 6, 2016, Magistrate Judge Douglas F. McCormick issued an

1 order on the motion, which ordered the City of Santa Ana to produce certain
2 documents requested by the plaintiffs subject to entry of a stipulated protective
3 order. See 7/6/16 Order (Doc. 55). In addition, the Court held that the City
4 produce such documents after redacting the personal information of Officer Shynn.
5 See id.

6 3. All documents produced by the City of Santa Ana that comprise the
7 Confidential Documents may be clearly designated as “CONFIDENTIAL” and be
8 placed in an envelope labeled as such prior to the disclosure. The
9 “CONFIDENTIAL” designation shall be placed on the printed pages of the
10 Confidential Documents in a manner that does not overwrite or make illegible the
11 text of the document.

12 4. Each person receiving any of the Confidential Documents shall not
13 disclose to any person or entity, in any manner, including orally, any of the
14 Confidential Documents or any of the information contained therein, except when
15 used for purposes of this litigation pursuant to this protective order.

16 5. The Confidential Documents and all information contained therein,
17 may only be disclosed to the following “qualified” persons:

- 18 (a) Counsel of record for the parties to this civil litigation;
19 (b) Defendant City of Santa Ana and its employees, including, but not
20 limited to Officer Christopher Shynn,
21 (c) Paralegal, stenographic, clerical and secretarial personnel regularly
22 employed by counsel referred to in subparagraph (a); and, investigators, expert
23 witnesses and other persons legitimately involved in litigation-related activities for
24 the counsel of record; and
25 (d) Court personnel, including stenographic reporters engaged in such
26 proceedings as are necessarily incidental to preparation for the trial of this action.
27 (e) With the exception of the Court and court personnel (who are subject
28 only to the Court’s internal procedures regarding the handling of material filed or

1 lodged, including material filed or lodged under seal), all persons receiving a copy
2 of the Confidential Documents shall, before receiving such protected information,
3 be given a copy of this Protective Order and execute a compliance agreement
4 wherein it is agreed that the recipient shall abide by all terms of this order and shall
5 be bound by the terms of this order. It shall be the responsibility of the respective
6 attorneys to distribute compliance agreements, and then collect and maintain
7 custody of the executed originals of the compliance agreements.

8 6. To the extent any portion of the Confidential Documents contains an
9 audio recording, transcript and/or summary of a statement and/or report given to
10 SAPD by an independent witness who does not fall within one of the categories
11 described in Paragraph 3 above, that selected portion of the Confidential
12 Documents may be provided to the particular witness to which it pertains.

13 7. The Confidential Documents may be disclosed to the Court and court
14 personnel, in connection with this litigation. Portions of the Confidential
15 Documents that a party intends to use in support of or in opposition to a pre-trial
16 filing with the Court must be filed in accordance with the Central District of
17 California Local Rules relating to under seal filings, including Local Rule 79-5.
18 Counsel intending to use documents from Confidential Documents must both (a)
19 apply to submit unredacted documents containing any portion of the Confidential
20 Documents under seal and (b) file public versions of the same documents with the
21 information from the Confidential Documents redacted.

22 8. The parties shall make good faith efforts to consent to the use of
23 “Confidential Documents” in pre-trial filings, and shall meet and confer to discuss
24 redactions of particularly sensitive information before making use thereof. Should
25 a party challenge the designation of “Confidential Documents,” that party must do
26 so in good faith, and shall confer directly with counsel for the producing party
27 before filing such a motion.

28 9. In the event this matter proceeds to trial, to the extent that any of the

1 Confidential Documents are offered into evidence, those documents will become
2 public, unless sufficient cause is shown in advance of trial to proceed otherwise.

3 10. The court reporter, videographer, and audiographer, if any, who
4 record all or part of any future deposition(s) in this matter, which include the
5 Confidential Documents or descriptions thereof, shall be subject to this Order and
6 precluded from providing any portions of the original deposition videotape,
7 audiotape, or exhibits which relate to the Confidential Documents or information
8 to any persons other than counsel of record, absent order of the court.

9 11. Those attending any future deposition(s) shall be bound by this Order
10 and, therefore, shall not disclose to any person or entity, in any manner, including
11 orally, any documents from the Confidential Documents made by such person
12 during the course of said depositions.

13 12. At any future deposition(s), should there be persons in attendance
14 who are not authorized to access to the Confidential Documents or information,
15 such persons shall be removed from the deposition room at any time information
16 relating to the Confidential Documents or protected information is disclosed or
17 discussed.

18 13. The Confidential Documents shall be used solely in connection with
19 the preparation and trial of these consolidated actions, entitled lead case M.M.Z., et
20 al. v. City of Santa Ana, et al., bearing lead case number 8:15-cv-00851-JLS
21 (DFMx), or any related appellate proceeding, and not for any other purpose,
22 including, without limitation, any other litigation or administrative proceedings or
23 any investigation related thereto.

24 14. This Order may not be modified unless by written consent of the
25 parties and approval of the Court. Any party may move for a modification of this
26 Order at any time. Upon receipt and review of the documents produced pursuant
27 to this protective order, any party may move to remove the confidential
28 designation of any document after meeting and conferring with opposing counsel

1 and pursuant to the procedures governing discovery motions set forth in Local
2 Rule 37.

3 15. This Order is made for the purpose of ensuring that the Confidential
4 Documents will remain confidential, unless otherwise ordered by the Court or in
5 response to a successful motion by a party made pursuant to Paragraph 14.

6 16. At the conclusion of this litigation, upon request of defense counsel,
7 plaintiffs' counsel shall return the Confidential Documents to Steven J. Rothans,
8 Esq., Carpenter, Rothans & Dumont, 888 S. Figueroa Street, Suite 1960, Los
9 Angeles, California 90017. Alternatively, the receiving parties and every other
10 person and/or entity who received originals or copies of the protected information
11 may destroy all such material and material derived therefrom within thirty (30)
12 calendar days after the conclusion of this case. Additionally, within thirty (30)
13 calendar days after the conclusion of this case, counsel for the receiving parties
14 shall send a signed declaration stating that such material has been destroyed
15 pursuant to this Protective Order.

16 17. Nothing in this Order shall be construed as authorizing a party to
17 disobey a lawful subpoena issued in another action.

18 **GOOD CAUSE**

19 The parties submit that GOOD CAUSE exists to enter the proposed
20 protective order to balance the defendants' concerns that the documents consist of
21 police reports and private information concerning the parties to this litigation, as
22 well as individuals who are not parties to this litigation, as protected by the official
23 information privilege, law enforcement privilege and the right to privacy, as

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1 protected by the California and United States Constitution, with plaintiffs' right to
2 discovery in this litigation. The parties agree that all documents marked
3 confidential and produced pursuant to this protective order are subject to the terms
4 of this protective unless otherwise ordered by the Court.

5 IT IS SO ORDERED.

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8 DATED: July 15, 2016

A handwritten signature in dark ink, appearing to read 'Douglas F. McCormick', is written over a horizontal line.

Honorable Douglas F. McCormick
United States District Court
Magistrate Judge